

MINUTES OF REGULAR MEETING OF THE BOARD OF MAYOR AND  
ALDERMEN OF THE CITY OF MILLINGTON, TENNESSEE  
HELD ON FEBRUARY 4, 2013

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND PRAYER

The Board of Mayor and Aldermen of the City of Millington, Tennessee met in regular session at Millington City Hall on February 4, 2013. The meeting was called to order at 6:00 p.m. and was opened with a prayer by Mr. Dagen. Mayor Jones led the Pledge of Allegiance.

ROLL CALL AND QUORUM DETERMINATION

The following members were present:

Mayor Terry Jones  
Bethany Huffman  
Hank Hawkins  
Frankie Dakin  
Larry Dagen  
Thomas McGhee  
Chris Ford  
Mike Caruthers

A quorum being present, the following proceedings were held:

MINUTES OF PRIOR MEETINGS

The minutes of the regular meeting held on January, 7 2013 had previously been given to the Aldermen. Upon motion by Mr. Dakin, seconded by Mr. Caruthers, the Board voted with six “ayes” to approve the January 7, 2013 meeting minutes. Mr. McGhee abstained.

APPROVE MEETING AGENDA

Mayor Jones requested to add a presentation to the agenda by Shelby County Trustee, David Lenoir. Upon motion by Mr. McGhee, seconded by Mr. Hawkins, the Board voted unanimously to approve the agenda for the February 4, 2013 meeting.

Mayor Jones announced that several items discussed in the February 4, 2013 Work Session were left off of the agenda. He asked that those items be added to the next regular Board of Mayor and Aldermen meeting in March. Upon motion by Ms. Huffman, seconded by Mr. Dakin, the Board voted unanimously to add those missing items to the next agenda.

PRESENTATION BY DAVID LENOIR, SHELBY COUNTY TRUSTEE

David Lenoir, Shelby County Trustee gave a presentation regarding the progress in the collection of Shelby County and City of Millington property taxes, as well as property sales.

PRESENTATION OF VETERANS PARKWAY CORRIDOR STUDY

Darek Baskin, Director of Planning and Development, announced that the City hired a consulting team last fall to complete a corridor planning study for the existing Veterans Parkway. He introduced the consultant, Mr. Vince Thillen of ETI. Mr. Thillen introduced himself as the Project Manager. He also mentioned that there are five consultants involved with the project; ETI, Solomitto Land Planning, Fleming Architects, Marty Lipinski, and Brophe-Heineke. He then introduced Brenda Solomitto to present the proposed land use and zoning. Following Brenda Solomitto’s presentation, she introduced J.D. Caldwell with Fleming Architects. Mr. Caldwell introduced images of possible signage and building facades. Finally, Brenda Solomitto closed the presentation

by announcing that several workshops will be scheduled with the Mayor and Board of Aldermen, Planning Commission, and stakeholders to discuss the design guidelines.

### CITY MANAGER'S REPORT

Thomas Christie, City Manager, announced his recommendation that the Board approve Resolution 10-2013 to appoint an interim attorney, and then authorize the City Clerk to advertise for attorney services and schedule interviews before the Board so that the long-term service can be engaged.

Mr. Christie announced that he has contacted Municipal Technical Advisory Services, as encouraged by the Board, to determine if an outside evaluation study on City staffing and procedures could be done. MTAS did advise that these services are available. The study can be completed within 90 days. They are working on a timeline, as well as a quote.

Mr. Christie stated that he met with the City Clerk and Public Works Director to discuss the expedition of Rural Residential Zoning for the City, including the Lucy area. He announced that the process is time consuming and requires Planning Commission review, newspaper publishing, and then has to go back before the Board.

Mr. Christie announced that City's ISO Public Protection Classification Summary Report has been received and that he and Chief Graves are in the process of reviewing the report and its implications. He will provide a detailed report to the Board at a subsequent meeting. He also announced that increases in dispatching fire costs have been proposed. He will bring forth more info as it becomes available.

Mr. Christie then announced that he and Mayor Jones have attended two meetings with LSSI regarding the Library. It was his recommendation to schedule a few small meetings involving one or two of the Board of Mayor and Aldermen, one or two Library Board members, himself, and the Mayor to discuss operational and budgetary issues of the library with LSSI.

He also stated that he has no updates regarding the sewer loan and renovation project that was discussed at the previous work session.

Mr. Christie announced that he has submitted to become a member of the Tennessee Manager's Association, as required by his contract.

Mr. Christie then thanked the staff at City Hall for being so welcoming and accommodating.

To close the report, Mr. Christie announced that the Millington Star will be publishing the 2013 Reader's Choice Woman and Man of the Year as Bethany Huffman and Thomas McGhee.

Alderman Hawkins stated that the City should not spend money on the MTAS employee review and that the City Manager should be producing his own report, as well. Alderman Ford asked if some department evaluation reports would be ready as soon as six months. Mr. Christie said it's possible that some evaluations could be ready before six months. Alderman McGhee asked Mr. Christie if immediate changes in staff will be made, if needed. Mr. Christie assured the Board that if he sees a need, then immediate changes will be made. Mayor Jones asked Mr. Christie if he sees the need for MTAS to conduct a comprehensive final audit. After the review of the City's most recent audit, Mr. Christie does not see the need in a comprehensive audit by MTAS. Mayor Jones also recommended that the school sales tax be listed as a separate line item in the City budget. Mr. Christie concurred. Alderman Caruthers requested a resolution for the school sales tax at the next meeting. Mayor Jones inquired about sales tax reports and John Trusty, Finance Director, Stated that the reports have not yet been received.

## PUBLIC COMMENTS - GENERAL

Terry Roland, Shelby County Commissioner, commented on David Lenoir's presentation and asked all citizens to contact all commissioners and say no to a tax increase and no to a tax rate increase. Commissioner Roland also added comments regarding the school consolidation and a few new laws that have been passed. Commissioner Roland closed with announcing the importance of immediately annexing the 385 Corridor.

Ross Landrum recommended the City schedule a twice a week garbage pickup during the summer months. Mayor Jones made a request for that subject to be added to the next work session. Thomas Christie, City Manager, was asked to work on fees for different scenarios regarding trash pickup.

## PUBLIC COMMENTS - AGENDA ITEMS

Debra Sigee discussed the vote on Resolution 6-2013 on January 4, 2013. Ms. Sigee stated that Barbara Lapides acted on behalf of Thomas Christie instead of the City when Barbara Lapides recited Resolution 6-2013. Debra Sigee asked the Board to either not vote on Resolution 9-2013 or table Resolution 9-2013. She then discussed Resolution 10-2013 to appoint Barbara Lapides as City attorney, temporary term. Debra Sigee recommended that the Board not reappoint Barbara Lapides as the City attorney.

Louise Kennon announced that she spoke with Mr. Christie earlier in the day regarding the items that Debra Sigee brought forth. She announced that she is opposed to the reappointment of Barbara Lapides as City attorney. She then announced that the people of Lucy need documentation to take to BFI in order to dump trash at no charge because the City residents are allowed to dump trash at BFI at no charge. She stated that she visited City Hall earlier in the day and when she asked the City Clerk for a copy of the agenda, she was given what the Mayor said was the wrong agenda. She then said that the City Clerk changed the agenda upon the Mayor's request and when she visited Mr. Thomas Christie, he had the City Clerk change back the agenda. Ms. Kennon also announced that the Mayor should have the authority over setting the meeting agendas.

Mayor Jones Stated that letters to the Lucy residents have been mailed regarding the available City services. Thomas Christie assured that the letters have indeed been sent.

Rhonda O'Dell cautioned the Board that the need for a Charter Commission is very critical. She also suggested that the Board either not vote on Resolution 9-2013 or table Resolution 9-2013. As a closing Statement, Ms. O'Dell requested that the department reports and financial reports still be received.

Dick Moore expressed his concern on the slow progress of the road closing at the dead end of Raleigh-Millington. He also stated that he is very unhappy with the lack of response he's gotten on the waiver of fees for his nineteen flooded mobile homes.

Aldermen Caruthers requested that Darek Baskin give an update on the road. Darek Baskin, Public Works Director, gave an update on the extension of Church Street into Raleigh-Millington Road. Mr. Baskin Stated that construction began and the hindrance is due to power lines with cable wires that are hanging too low. The owner's of the lines contacted MLG&W for the lines to be raised, but MLG&W quoted a fee that was rejected by the line owners. Next week the moving of the lines should take place and paving won't begin until March. It was then brought about by Alderman Caruthers and Darek Baskin that the road would have been closed regardless of Veterans Parkway because of the railroad crossing. Alderman Hawkins stated that when the waiver of fees took place in May of 2010, the language should've been more definitive since there is no expiration on that fee waiver. Alderman McGhee addressed Mr. Moore about the nineteen flooded homes. Darek Baskin discussed the State inspection sticker process. It was then stated that Mr. Moore has a conflict with the electrical inspector. Darek Baskin said that in December of 2012 the inspection fee waiver was lifted.

Ross Landrum commended Barbara Lapides and said he wouldn't want to see Barbara Lapides go and he'd rather see someone sit with her and see how things are done before the City decides to let her go.

#### CONSIDERATION OF ORDINANCE 2013-1

The next order of business was consideration of Ordinance 2013-1, as follows:

##### ORDINANCE 2013-1

##### ORDINANCE ESTABLISHING PROCEDURE FOR REMOVAL OF MEMBERS OF CITY BOARDS AND COMMISSIONS WHO FAIL REGULARLY TO ATTEND MEETINGS OF THE BOARD OR COMMISSION TO WHICH THEY ARE APPOINTED

WHEREAS, the Board of Mayor and Aldermen of the City of Millington believes that it is important and in the best interest of the City for persons appointed by the Mayor and/or the Board to serve on City boards and commissions to attend regularly the meetings of the boards or commissions to which they are appointed, so that they may participate knowledgeably and actively in the business of such boards and commissions;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that all persons appointed by the Mayor and/or the Board to any City board or commission may be removed from such board or commission and replaced by an appointee to serve the remainder of such person's unexpired term by majority vote of the Board of Mayor and Aldermen if they fail to attend a majority of the meetings of the board or commission to which they have been appointed during any consecutive twelve-month period.

BE IT FURTHER ORDAINED that this Ordinance shall supersede and replace any ordinance of the City in effect at the time of adoption of this Ordinance 2013-1 that provides for any other method of removal of a member of a City board or commission.

BE IT FURTHER ORDAINED that this Ordinance shall not apply under circumstances where its provisions for removal conflict with a statute of the State of Tennessee applicable to any City board or commission.

This Ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

Mr. Hawkins Stated that the reason for this ordinance is to clean up the boards and commissions. Mr. Caruthers Stated that the different boards handle their own boards by cleaning up the by-laws and that he has already requested that the Housing Authority do this. Mr. Ford said they should police their own boards from within. Mr. Dakin requested that the Alderman assigned to the Planning Commission come back and report to the Board of Mayor and Aldermen. Ms. Huffman verified that the different boards will come back and report to the Board of Mayor and Aldermen when members do not attend the meetings and ask for replacement members by "self policing". Mr. McGhee Stated that the Board of Mayor and Aldermen member that serves on the various boards will act as the liaison between the boards. Barbara Lapides suggested that the City send a respectful letter to the various board members stating that if they are no longer interested in serving on these boards, they should resign.

Upon motion by Mr. Caruthers, seconded by Mr. Ford, the Board voted unanimously to table Ordinance 2013-1.

#### CONSIDERATION OF RESOLUTION 7-2013

The next order of business was consideration of Resolution 7-2013.

RESOLUTION 7-2013

RESOLUTION APPOINTING ALDERMAN MIKE CARUTHERS TO SERVE  
AS MEMBER OF MILLINGTON PLANNING COMMISSION

WHEREAS, Section 14-101 of the Millington Municipal Code provides that the Board of Mayor and Alderman shall select an Alderman to serve on the Millington Planning Commission; and

WHEREAS, the Board desires to appoint Alderman Mike Caruthers to serve on the Planning Commission;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee the Alderman Mike Caruthers be, and he/she hereby is, appointed to serve on the Millington Planning Commission during his/her term of office.

This Resolution is adopted as of the 4<sup>th</sup> day of February, 2013.

Upon motion by Mr. McGhee, seconded by Mr. Ford, the Board voted with six “ayes” to approve Resolution 7-2013. Mr. Caruthers abstained.

CONSIDERATION OF RESOLUTION 8-2013

The next order of business was consideration of Resolution 8-2013.

RESOLUTION 8-2013

RESOLUTION ACCEPTING QUIT CLAIM DEED FROM CROSS-CREEK  
MILLINGTON, L.L.C. AND AGREEMENT FROM SHELBY MALL AGENCY  
CORPORATION RELATING TO COPPER CREEK DRIVE

WHEREAS, Copper Creek Drive is now and at all times since its construction has been considered and maintained by the City as a public City street; and

WHEREAS, no subdivision plat or other formal dedication of Copper Creek Drive was ever recorded in the Office of the Shelby County Register; and

WHEREAS, there is a dispute between Cross-Creek Millington, L.L.C. and Shelby Mall Agency Corporation as to the ownership of the real property that comprises Copper Creek Drive, and both entities have agreed to convey their interests in such property to the City of Millington for use as a public City street without consideration;

NOW, THEREFORE BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, as follows:

1. The City accepts the quit claim deed for Copper Creek Drive executed and delivered to the City by Cross Creek-Millington, L.L.C., which quit claim deed is attached to this Resolution as Exhibit A, pursuant to which Cross Creek-Millington, L.L.C. conveyed its interest in Copper Creek Drive to the City;
2. The City accepts and approves the Agreement executed by Shelby Mall Agency Corporation, which Agreement is attached to this Resolution as Exhibit B, for conveyance of its interest in Copper Creek Drive to the City at such time as the dispute between Shelby Mall Agency Corporation and Cross Creek-Millington, L.L.C. has been resolved.

This Resolution is adopted as of the 4<sup>th</sup> day of February, 2013.

Upon motion by Ms. Huffman, seconded by Mr. Dakin, the Board voted unanimously to approve Resolution 8-2013.


City Attorney, Barbara Lapides Stated that there are two different documents, listed as Exhibit A, that give the City ownership of Copper Creek Drive.

EXHIBIT A

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Cross Creek – Millington, L.L.C., a Tennessee limited liability company, party of the First Part, for consideration received does hereby bargain, sell, release, remise, quit claim and convey unto the City of Millington, a Tennessee municipal corporation, Party of the Second Part, all its right, title and interest in and to the following described real estate (the “Property”), to-wit:

Beginning at a pk nail set in the centerline of Millwood Road (formerly known as Wilkinsville Road) 664.80 feet south of the centerline of West Union Road; thence South 87 Degrees 06 Minutes 53 Seconds East a distance of 387.81 feet to an iron pin set at a point of curvature; thence southeastwardly along a curve to the right having a radius of 184.0 feet a distance of 78.45 feet (chord = South 74 Degrees 54 Minutes 03 Seconds East 77.86 feet, Delta = 24 Degrees 25 Minutes 44 Seconds) to an iron pin set at a point of tangency; thence South 62 Degrees 41 Minutes 14 Seconds East a distance of 165.56 feet to an iron pin set in the west line of U.S. Highway 51; thence South 22 Degrees 42 Minutes 12 Seconds West with the west line of U.S. Highway 51 a distance of 68.22 feet to a point; thence North 62 Degrees 41 Minutes 14 Seconds West a distance of 171.04 feet to a point of curvature; thence northwestwardly along a curve to the left having a radius of 116.00 feet a distance of 49.46 feet (chord = North 74 Degrees 54 Minutes 03 Seconds West 49.08 feet, Delta = 24 Degrees 25 Minutes 44 Seconds) to a point of tangency; thence North 87 Degrees 06 Minutes 53 Seconds West a distance of 388.51 feet to a point in the centerline of Millwood Road (formerly known as Wilkinsville Road); thence North 03 Degrees 28 Minutes 52 Seconds East with the centerline of Millwood Road (formerly known as Wilkinsville Road) a distance of 68.00 feet to the point of beginning and containing 0.97 acres.

The purpose of this Quit Claim Deed is to vest title to the Property in the City of Millington, a Tennessee as a public improvement to be maintained by the City of Millington as a public road. ~~The Grantor hereby reserves an easement upon the southeast corner of the Property for the purpose of maintaining, improving or replacing the existing sign.~~ 

Being part of the same property conveyed to party of the first part by Warranty Deed of record under Instrument No. 05065441 in said Shelby County Register's Office.

Property Address: 0 N Highway 51, Millington, Tennessee  
Property Tax I.D. No: M0115 000947

\*\*\*TITLE NOT SEARCHED\*\*\*

all situated, lying and being in the County of Shelby, State of Tennessee, and it does hereby quitclaim the title herein conveyed unto the said Party of the Second Part.

1<sup>st</sup> IN TESTIMONY WHEREOF, the Party of the First Part has hereunto executed this Quit Claim Deed this day of March, 2012.

Cross Creek Millington, L.L.C.

By:   
Jerry Sisson, Managing Member

STATE OF TENNESSEE:  
COUNTY OF SHELBY:

Before me, a notary public in and for said State and County, personally appeared Jerry Sisson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, acknowledged himself to be the managing member of Cross Creek – Millington, L.L.C., and that he as such member, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself as a managing member.

WITNESS my hand and seal this 1<sup>st</sup> day of March, 2012.








*Tom Leatherwood*

Shelby County Register

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.

*Re-recording*


	
13010300	
01/23/2013 - 10:45 AM	
2 PGS	
DONALD	1044139-13010300
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	2.00
TOTAL AMOUNT	14.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

1075 Mullins Station, Suite W 165 ~ Memphis, Tennessee 38134 (901) 222-8100  
Website: <http://register.shelby.tn.us> Email: [Tom.L Leatherwood@shelbycountyttn.gov](mailto:Tom.L Leatherwood@shelbycountyttn.gov)



*Tom Leatherwood*  
Shelby County Register

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.

	
12133198	
11/20/2012 - 11:23 AM	
1 PGS	
LIZ 1020463-12133198	
VALUE	0.00
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TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	12.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

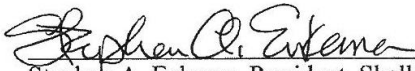
1075 Mullins Station, Suite W 165 ~ Memphis, Tennessee 38134 (901) 222-8100  
Website: <http://register.shelby.tn.us> Email: [Tom.L Leatherwood@shelbycountyttn.gov](mailto:Tom.L Leatherwood@shelbycountyttn.gov)

SHELBY MALL AGENCY CORPORATION

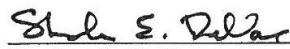
Shelby Mall Agency Corporation ("Shelby") is involved in a lawsuit concerning the fee ownership of the Copper Creek Drive road right of way in the City of Millington, Tennessee. Shelby sold land for an apartment project that required the construction of Copper Creek Drive and Shelby also agreed to provide an easement over land it owned for the construction of Copper Creek Drive.

Shelby is seeking, among other things, a reformation of the deed that it executed in connection with the construction of the apartment project. Shelby contends there was an error in the deed. Based on that deed Shelby does not own the right of way any more. If reformed as requested, Shelby will be confirmed as the current owner of the Copper Creek Drive road right of way. Accordingly, in consideration of the undertaking by the City of Millington to dedicate and maintain Copper Creek Drive as a public street, Shelby covenants and agrees that once this suit is completed it will convey without consideration to the City of Millington either (1) a warranty deed of the fee for the road right of way if the deed is reformed as requested or (2) a quit claim deed of all its right, title and interest in and to the Copper Creek Drive road right of way.

Executed and delivered this 28<sup>th</sup> day of January, 2012.

  
Stephen A. Enkema, President, Shelby  
Mall Agency Corporation

Witness:

  
Stephen E. DeVoe, attorney for Shelby  
Mall Agency Corporation

CONSIDERATION OF RESOLUTION 9-2013

The next order of business was consideration of Resolution 9-2013.

RESOLUTION 9-2013

RESOLUTION RECONSIDERING RESOLUTION 6-2013, THE RESOLUTION  
AFFIRMING SUPPORT OF BOARD OF MAYOR AND ALDERMENFOR CITY  
MANAGER FORM OF GOVERNMENT ESTABLISHED BY CITY CHARTER  
AND CONFIRMING NO PRESENT INTENT TO AMEND CHARTERTO DIMINISH  
CITY MANAGER'S ROLE AND/OR AUTHORITY, AFTER VETO BY MAYOR

WHEREAS, at its regular meeting on January 7, 2013, the Board of Mayor and Aldermen unanimously adopted Resolution 6-2013, RESOLUTION AFFIRMING SUPPORT OF BOARD OF MAYOR AND ALDERMENFOR CITY MANAGER FORM OF GOVERNMENT ESTABLISHED BY CITY CHARTER AND CONFIRMING NO PRESENT INTENT TO AMEND CHARTERTO DIMINISH CITY MANAGER'S ROLE AND/OR AUTHORITY, as set out below; and

WHEREAS, Mayor Terry Jones thereafter vetoed Resolution 6-2013, and the Board desires to reconsider Resolution 6-2013 as provided by Section 4.10 of the City's Charter and to adopt Resolution 6-2013 notwithstanding the Mayor's veto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, the Resolution 6-2013 be, and the same hereby is, affirmed, approved and adopted by this Board, as follows:

"RESOLUTION 6-2013

RESOLUTION AFFIRMING SUPPORT OF BOARD OF MAYOR AND  
ALDERMENFOR CITY MANAGER FORM OF GOVERNMENT ESTABLISHED BY  
CITY CHARTER AND CONFIRMING NO PRESENT INTENT TO AMEND

## CHARTER TO DIMINISH CITY MANAGER'S ROLE AND/OR AUTHORITY

WHEREAS, the Board of Mayor and Aldermen of the City of Millington has recently adopted a Charter that provides for a City Manager to serve as the chief administrative officer of the City; and

WHEREAS, the Board intends to appoint a Charter Review Commission to review and possibly revise certain provisions of the Charter;

WHEREAS, in order to clarify its intentions with regard to such review, the Board desires to confirm certain matters with respect to the form of government adopted by the Charter and the role and authority of the City Manager;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the Board supports the City Manager form of government established by the City's Charter and the role and authority of the City Manager as set out in Charter;

BE IT FURTHER RESOLVED that in connection with such review and possible revision of some provisions of the Charter, the Board has no intent to amend or revise the Charter in a way that would diminish the role and/or authority of the City Manager."

This Resolution 9-2013 and Resolution 6-2013 are adopted and shall be effective, as of the 4th day of February, 2013.

No motions were made on Resolution 9-2013. Therefore, Resolution 9-2013 and Resolution 6-2013 failed due to lack of motion. Barbara Lapidès Stated that under Robert's Rules of Order discussion cannot progress since the resolution is a dead subject. Mr. Dakin Stated that he will discuss during Board Reports at the end of the meeting.

## CONSIDERATION OF RESOLUTION 10-2013

The next order of business was consideration of Resolution 10-2013.

### RESOLUTION 10-2013

#### RESOLUTION APPOINTING BARBARA LAPIDÈS AS INTERIM CITY ATTORNEY

WHEREAS, the Board desires to appoint Barbara Lapidès as City Attorney on an interim basis and she has agreed to serve in such capacity;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that Barbara Lapidès be, and she hereby is, appointed to serve as Millington City Attorney on an interim basis until a new City Attorney is appointed by the Board.


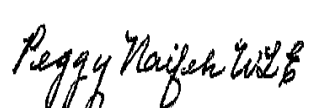
No motions were made on Resolution 10-2013. Therefore, Resolution 10-2013 failed due to lack of motion.

## CONSIDERATION OF FARMER'S MARKET GRANT

The next order business, Todd Goode, Director of Arts and Recreation, presented a 100% \$1,500 grant for a message center at the Farmer's Market. Ms. Huffman asked why the grant is on the agenda if it's already been done. John Trusty, Finance Director, Stated that by State law, the Board of Mayor and Aldermen are to accept grants before expenditure and that the City budget ordinance has a provision when a grant is accepted by resolution, the budget can be amended as an administrative function by increasing the revenue and line item. Ms. Huffman verified that instead of approving the grant beforehand, the Board is really accepting/receiving the funds.

Upon motion by Ms. Huffman, seconded by Mr. McGhee, the Board voted unanimously to approve the Farmer's Market Grant attached as Exhibit A.

EXHIBIT A

 <b>GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)					
Begin Date 12/27/2012		End Date 12/31/2013		Agency Tracking # 32506-27913	Edison ID 30777
Contractor Legal Entity Name City of Millington					Edison Vendor ID 4106
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		CFDA #			
Service Caption (one line only) A grant for the Agricultural Growth Initiative under DG-1338296, Edison ID 30934					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
13	1,500.00				1,500.00
TOTAL:	1,500.00				1,500.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  			OCR USE - GG		
Speed Chart (optional)		Account Code (optional) 71302000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF AGRICULTURE  
AND  
CITY OF MILLINGTON**

This Grant Contract, by and between the State of Tennessee, Department of Agriculture, hereinafter referred to as the "State" and City of Millington, hereinafter referred to as the "Grantee," is for the provision of increasing farm income in the State of Tennessee, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4106

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall complete one or more activities under the Tennessee Agricultural Enhancement Program. Activities must serve to address the goal of increasing farm income in Tennessee by encouraging the expansion, improvement, and diversification of agricultural groups and associations, agri-business operations, farms and university programs. These activities may include, but are not limited to: agricultural market promotion, education, identifying and utilizing new marketing opportunities, increasing sales of diversified agricultural products grown in Tennessee, installation of infrastructure and purchase of specialty equipment.
- A.3. The Grantee will complete the activity(s) in accordance with the specifications listed in the Grantee's proposal, which is Attachment A to this contract.
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.
- A.5. In addition to the requirements in D.10. of this contract, relative to Public Notice and related materials, the Grantee shall include reference to the Department of Agriculture's promotional website, [www.picktnproducts.org](http://www.picktnproducts.org) in all printed and audio visual materials produced with these grant funds.
- A.6. Funds for grants are provided by Tennessee Agricultural Enhancement Program. Grantees are required to credit source of funding (The "Tennessee Agricultural Enhancement Program") in all publications, documents, audiovisuals, signs, labels, promotions, and other products and services prepared under this grant agreement. Grantee will inform its membership, customers, and the general public that funding for the activity(s) was provided by the Tennessee Agricultural Enhancement Program.

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning December 27, 2012, and ending on December 31, 2013. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one thousand five hundred dollars (\$1,500.00). The Grant Budget, attached and incorporated hereto as Attachment B, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Agriculture  
Attn: TN Ag Enhancement Program  
P.O. Box 40627  
Nashville, TN 37204  
[Ag.Growth@tn.gov](mailto:Ag.Growth@tn.gov)

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Agriculture; Market Development Division.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
  - b. The Grantee understands and agrees to all of the following.
    - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
    - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
    - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract; and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that

treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one

party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jan Keyser  
Tennessee Department of Agriculture  
P.O. Box 40827  
Nashville, TN 37204  
Phone: 615-837-5346  
Fax 615-837-5194  
[jan.keyser@tn.gov](mailto:jan.keyser@tn.gov)  
The Grantee:


Samantha McCracken, Special Events Manager  
City of Millington  
7942 Church Street  
Millington, TN 38053  
Email [Samantha.mccracken@yahoo.com](mailto:Samantha.mccracken@yahoo.com)  
Telephone # 901-873-5770

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.5. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

IN WITNESS WHEREOF,

CITY OF MILLINGTON:

	12-18-12
GRANTEE SIGNATURE	DATE
Samantha McCracken Special Events & Public	
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above) Relations manager	

DEPARTMENT OF AGRICULTURE:

  
JULIUS JOHNSON, COMMISSIONER

12/26/2012  
DATE

10

PUBLIC REVIEW OF CITY OF MILLINGTON TRANSPORTATION PROJECTS  
FOR SUBMISSION TO THE MEMPHIS METROPOLITAN PLANNING  
ORGANIZATION

The next order business, Darek Baskin presented the following proposed City of Millington applications for transportation projects for submission to the Memphis Metropolitan Planning Organization:

- Navy Road at Church Street, addition of a southbound turn-lane and new mast arm signal poles – Projected Total = \$530,000 / City's Responsibility = \$106,000
- New Bridge Constructed over Big Creek on Raleigh-Millington Road, replacement of north and southbound bridges into one bridge – Projected Total = \$5,600,000 / City's Responsibility = \$1,100,000
- Paving of Raleigh-Millington Road, Amherst to Sykes and construct bicycle lanes – Projected Total = \$710,000 / City's Responsibility = \$142,000
- Extension of Singleton Parkway through the Industrial Development Board Property – Projected Total = \$13,000,000 / City's Responsibility \$2,000,000

- Extension of Wilkinsville Road (Glencoe Way) - Projected Total = \$12,000,000 / City's Responsibility = \$1,600,000
- Paving of Wilkinsville, from West Union to City Limits – Projected Total = \$586,000 / City's Responsibility = \$117,000
- Widening of Big Creek Church Road, with bicycle lanes – Projected Total = \$1,500,000 / City's Responsibility = \$300,000
- Navy Rd Streetscape Improvements (Second Phase) – Projected Total = \$2,500,000 / City's Responsibility = \$380,000

Mr. Baskin stated that these proposed grants are funded by 80% federal highway and 20% local match. He announced that if these projects are approved by the MPO; they will go back before the Board of Mayor and Aldermen to check funding availability. Mr. McGhee inquired on additional projects, such as repaving Sykes Road. Mr. Baskin said that it is possible to amend the tip. Mr. McGhee said he would like to see Sykes Road widened and the addition of bike lanes.

#### CONSIDERATION OF PICTOMETRY CONTRACT

The next order of business, Fire Chief Gary Graves presented a Pictometry Contract with Shelby County Government. He stated that the monies will not come out until the fiscal year of 2014. He also said that the Pictometry is utilized by many departments and the City's portion of the contract is for two years and the total is \$5,398.83. He announced that the Pictometry will be available through a password protected website or can be added to the City's server. Mr. Caruthers verified that this contract has a two-year cycle. Chief Graves stated that this is the first time that the City will be participating in this contract.

Upon motion by Mr. Caruthers, seconded by Mr. Hawkins, the Board voted unanimously to approve the Pictometry Contract attached as Exhibit A.

EXHIBIT A



Millington Fire Department  
Departmental Communications

Vote (Status)	Jurisdiction	Square miles	% area	Adjusted ratios	Annual Cost	Difference from Last Year
Approve	Germantown	19.97	2.62%	1.729%	\$3,408.62	(\$756.38)
Approve	Arlington	23.06	3.02%	1.996%	\$3,936.04	\$3,936.04
Approve	Lakeland	23.47	3.08%	2.032%	\$4,006.03	(\$993.97)
Approve	Bartlett	26.65	3.49%	2.307%	\$4,548.81	(\$866.19)
Approve	Collierville	29.29	3.84%	2.536%	\$4,999.43	(\$1,039.57)
Not Responded	Millington	31.63	4.14%	2.738%	\$5,398.83	\$5,398.83
Approve	Memphis	315.06	41.28%	10.526%	\$20,753.40	(\$35,246.60)
Approve (from earlier email)	MLGW	763.17	58.72%	14.970%	\$29,517.57	\$29,517.57
	Code Enforcement	763.17	100.00%	10.175%	\$20,061.85	\$60.85
Approve	911	763.17	100.00%	25.496%	\$50,270.96	\$12,647.96
	Shelby County	763.17	100.00%	25.496%	\$50,270.96	(\$9,729.04)
Approve	General Fund	763.17	25.50%	20.962%	\$10,537.72	\$10,537.72
Approve	Fire	294.04	9.82%	8.076%	\$4,060.05	(\$15,939.95)
	Roads & Bridges	294.04	9.82%	8.076%	\$4,060.05	\$4,060.05
Approve	Assessor	763.17	25.50%	20.962%	\$10,537.72	(\$9,462.28)
Approve	Register	763.17	25.50%	20.962%	\$10,537.72	\$10,537.72
Approve	Sheriff	763.17	25.50%	20.962%	\$10,537.72	(\$9,462.28)
	Total	763.17	420.19%	100.00%	\$197,172.50	\$2,929.50
					\$0.00	
	Note: Memphis & Shelby County pay equal portions of Code Enforcement				\$444,615.97	
					\$197,172.50	
					\$394,345.00	



# Shelby County Government

Regional Geographic Information Systems Office  
365 Innovation Dr., suite 212 FedEx Institute of Technology  
University of Memphis

*City of Millington*

## NOTICE OF INTENT TO PARTICIPATE IN CONTINUANCE OF PICTOMETRY CONTRACT

This letter serves as my agencies intent to participate in the renewal of the current Pictometry technology contract for FY 13-14. I understand that the contract will extend over a two year period, with 1 equal payment of \$5,398.83 per FY. An invoice will not be sent until after 1 July 2013.

My authorizing signature below certifies my agencies support and continued funded of Pictometry coverage for Shelby County.

\_\_\_\_\_  
Authorizing agent and Agency Name

Please sign and return this document to:

***Richard Stieg, GISP***

GIS Coordinator, Shelby County ReGIS

FedEx Institute of Technology, University of Memphis

365 Innovation Dr., Suite 212

Memphis, TN 38152

(901) 678.2470

## CONSIDERATION OF CHANGE ORDER # 62 FOR VETERANS PARKWAY PROJECT

The next order of business, Darek Baskin, Director of Planning & Economic Development presented changes order # 62 for the Veterans Parkway construction project. Mr. Baskin explained that this change order is for the approval of bituminous fuel adjustments in the amount of \$24,506.76, which leaves an overall project total of \$21,120,676.41. City Manager, Mr. Thomas Christie asked the percentage of project completion. Darek Baskin Stated that construction is 95% complete and it's less than 1% over the budgeted amount.

Upon motion by Mr. McGhee, seconded by Mr. Dagen, the Board voted unanimously to approve the Change Order #62 attached as Exhibit A.

EXHIBIT A



**Veterans Parkway Change Order Summary**

**South**

Federal Project # - STP-M-9411(5)  
State Contruction # - 79LPLM-F1-005  
TDOT PIN - 107354.00

**West**

Federal Project # - STP-M-9403(118)  
State Contruction # - 79LPLM-F1-060  
TDOT PIN - 110903.00

CONTRACTOR: Dement Construction Company, LLC.

**Change Order #62**

DATE REQUESTED	<u>1/29/2013</u>
DATE APPROVED	<u>                    </u>
THE ORIGINAL CONTRACT AMOUNT	<u>\$20,978,682.67</u>
THE NET CHANGE BY PREVIOUSLY AUTHORIZED CHANGE ORDERS	<u>\$14,294.81</u>
THE REVISED CONTRACT AMOUNT	<u>\$21,096,169.65</u>
THE CONTRACT AMOUNT WILL BE CHANGED BY THIS CHANGE ORDER IN THE AMOUNT OF	<u>\$24,506.76</u>
THE NEW REVISED CONTRACT AMOUNT	<u>\$21,120,676.41</u>
THE CONTRACT TIME WILL CHANGE BY	<u>0 Days</u>
THE NEW COMPLETION DATE AS OF THE DATE OF THIS CHANGE ORDER IS	<u>N/A</u>

THE CONTRACTOR HEREBY AGREES TO THE SUPPLEMENTAL AGREEMENT CONSISTING OF THE ATTACHED ITEMS AND PRICES, AND AGREE THAT THIS SUPPLEMENTAL AGREEMENT IS HEREBY MADE A PART OF THE ORIGINAL CONTRACT AND WILL BE PERFORMED BY THIS CONTRACTOR IN ACCORDANCE WITH SPECIFICATIONS THEREOF, AND THAT THE ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT, EXCEPT INsofar AS SPECIFCALLY MODIFIED BY THIS SUPPLEMENTAL AGREEMENT.

CONSULTANT CONSTRUCTION ENGINEERING SUPERVISOR

LOCAL GOVERNMENT PROJECT SUPERVISOR

CONTRACTOR

ATTACHED: Change Order Details

CO #	DATE APPROVED	ORIGINAL PROJECT AMOUNT	NET CHANGE TO DATE	AUTHORIZED PROJECT AMOUNT	CHANGE ORDER AMOUNT	REVISED PROJECT AMOUNT
1	1/5/2011	\$20,978,682.67	\$0.00	\$20,978,682.67	\$7,401.90	\$20,986,084.57
2	DENIED	\$20,978,682.67			\$0.00	\$20,986,084.57
3	1/5/2011	\$20,978,682.67	\$7,401.90	\$20,986,084.57	\$0.00	\$20,986,084.57
4	6/28/2011	\$20,978,682.67	\$7,401.90	\$20,986,084.57	\$2,310.00	\$20,983,774.57
5	6/30/2011	\$20,978,682.67	\$5,091.90	\$20,983,774.57	-\$12,025.89	\$20,971,748.68
6	7/1/2011	\$20,978,682.67	-\$6,933.99	\$20,971,748.68	-\$2,154.16	\$20,969,594.52
7	6/1/2011	\$20,978,682.67	-\$9,088.15	\$20,969,594.52	\$44,910.18	\$21,014,504.70
8	DENIED	\$20,978,682.67	\$35,822.03	\$21,014,504.70	\$0.00	\$21,014,504.70
12	7/1/2011	\$20,978,682.67	\$35,822.03	\$21,014,504.70	-\$1,267.50	\$21,013,237.20
13	6/30/2011	\$20,978,682.67	\$34,554.53	\$21,013,237.20	\$5,795.44	\$21,019,032.64
15	7/1/2011	\$20,978,682.67	\$40,349.97	\$21,019,032.64	\$1.02	\$21,019,033.66
16	7/22/2011	\$20,978,682.67	\$40,350.99	\$21,019,033.66	\$21,860.20	\$21,040,893.86
11	9/1/2011	\$20,978,682.67	\$62,211.19	\$21,040,893.86	\$87,170.28	\$21,128,064.14
10	10/31/2011	\$20,978,682.67	\$149,381.47	\$21,128,064.14	\$46,613.11	\$21,174,677.25
17	10/31/2011	\$20,978,682.67	\$195,994.58	\$21,174,677.25	\$1,878.44	\$21,176,555.69
18	10/31/2011	\$20,978,682.67	\$197,873.02	\$21,176,555.69	\$1,836.80	\$21,178,392.49
19	10/31/2011	\$20,978,682.67	\$199,709.82	\$21,178,392.49	\$2,114.87	\$21,180,507.36
20	10/31/2011	\$20,978,682.67	\$201,824.69	\$21,180,507.36	\$33,998.25	\$21,214,505.61
21	10/31/2011	\$20,978,682.67	\$235,822.94	\$21,214,505.61	\$5,681.95	\$21,220,187.56
22	10/31/2011	\$20,978,682.67	\$241,504.89	\$21,220,187.56	\$31,553.81	\$21,251,741.37
14	11/7/2011	\$20,978,682.67	\$273,058.70	\$21,251,741.37	\$56,044.68	\$21,307,786.05
23	PENDING	\$20,978,682.67	\$329,103.38	\$21,307,786.05	\$58,676.08	\$21,366,462.13
24	PENDING	\$20,978,682.67	\$387,779.46	\$21,366,462.13	\$3,878.40	\$21,370,340.53
25	PENDING	\$20,978,682.67	\$391,657.86	\$21,370,340.53	\$44,425.12	\$21,414,765.65
9	PENDING	\$20,978,682.67	\$436,082.98	\$21,414,765.65	\$108,444.10	\$21,523,209.75
26	4/2/2012	\$20,978,682.67	\$544,527.08	\$21,523,209.75	\$15,070.77	\$21,538,280.52
27	4/2/2012	\$20,978,682.67	\$559,597.85	\$21,538,280.52	\$800.00	\$21,539,080.52
28	4/2/2012	\$20,978,682.67	\$560,397.85	\$21,539,080.52	\$18,605.00	\$21,557,685.52
29	4/30/2012	\$20,978,682.67	\$579,002.85	\$21,557,685.52	\$13,431.69	\$21,571,117.21
30	4/30/2012	\$20,978,682.67	\$592,434.54	\$21,571,117.21	\$2,341.68	\$21,573,458.89
31	4/30/2012	\$20,978,682.67	\$594,776.22	\$21,573,458.89	\$499.69	\$21,573,958.58
32	7/2/2012	\$20,978,682.67	\$595,275.91	\$21,573,958.58	\$16,935.48	\$21,590,894.06
33	N/A	N/A	N/A	N/A	N/A	N/A
34	7/2/2012	\$20,978,682.67	\$612,211.39	\$21,590,894.06	\$130,458.60	\$21,721,352.66
35	7/2/2012	\$20,978,682.67	\$742,669.99	\$21,721,352.66	\$416.40	\$21,721,769.06
36	7/2/2012	\$20,978,682.67	\$743,086.39	\$21,721,769.06	\$2,604.00	\$21,724,373.06
37	7/2/2012	\$20,978,682.67	\$745,690.39	\$21,724,373.06	\$0.00	\$21,724,373.06
38	8/6/2012	\$20,978,683.67	\$745,690.39	\$21,724,373.06	\$1,698.90	\$21,726,071.96
39	8/13/2012	\$20,978,684.67	\$747,389.29	\$21,726,071.96	\$24,331.62	\$21,750,403.58
40	8/13/2012	\$20,978,685.67	\$771,720.91	\$21,750,403.58	\$24,018.74	\$21,774,422.32
41	9/17/2012	\$20,978,686.67	\$795,739.65	\$21,774,422.32	\$0.00	\$21,774,422.32
42	9/17/2012	\$20,978,687.67	\$795,739.65	\$21,774,422.32	\$0.00	\$21,774,422.32
43	9/17/2012	\$20,978,688.67	\$795,739.65	\$21,774,422.32	\$0.00	\$21,774,422.32
44	9/26/2012	\$20,978,689.67	\$795,739.65	\$21,774,422.32	\$69,550.00	\$21,843,972.32
45	9/26/2012	\$20,978,690.67	\$865,289.65	\$21,843,972.32	\$26,304.37	\$21,870,276.69
46	9/26/2012	\$20,978,691.67	\$891,594.02	\$21,870,276.69	\$39,483.15	\$21,909,759.84
47	9/26/2012	\$20,978,692.67	\$931,077.17	\$21,909,759.84	\$1,837.50	\$21,911,597.34
48	9/26/2012	\$20,978,693.67	\$932,914.67	\$21,911,597.34	\$10,345.47	\$21,921,942.81
49	9/30/2012	\$20,978,694.67	\$943,260.14	\$21,921,942.81	\$35,805.50	\$21,957,748.31
50	9/30/2012	\$20,978,694.67	\$979,065.64	\$21,957,748.31	\$27,693.90	\$21,985,442.21
51	9/30/2012	\$20,978,695.67	\$1,006,759.54	\$21,985,442.21	\$10,986.13	\$21,996,428.34
52	9/30/2012	\$20,978,696.67	\$1,017,745.67	\$21,996,428.34	\$10,303.37	\$22,006,731.71
53	10/23/2012	\$20,978,697.67	\$1,028,049.04	\$22,006,731.71	\$4,200.00	\$22,010,931.71
54	10/29/2012	\$20,978,698.67	\$1,032,249.04	\$22,010,931.71	\$5,250.00	\$22,016,181.71
55	10/29/2012	\$20,978,699.67	\$1,037,499.04	\$22,016,181.71	\$6,414.94	\$22,022,596.65
56	11/6/2012	\$20,978,700.67	\$1,043,913.98	\$22,022,596.65	\$5,250.00	\$22,027,846.65
57	11/7/2012	\$20,978,701.67	\$1,049,163.98	\$22,027,846.65	\$3,161.63	\$22,031,008.28
58	11/15/2012	\$20,978,702.67	\$1,052,325.61	\$22,031,008.28	\$0.00	\$22,031,008.28
59	1/7/2013	\$20,978,703.67	\$1,052,325.61	\$22,031,008.28	-\$1,038,030.80	\$20,992,977.48
60	1/7/2013	\$20,978,703.67	\$1,052,325.61	\$20,992,977.48	\$103,192.17	\$21,096,169.65
61	PENDING	\$20,978,705.67	\$117,486.98	\$21,096,169.65	\$0.00	\$21,096,169.65
62	PENDING	\$20,978,706.67	\$117,486.98	\$21,096,169.65	\$24,506.76	\$21,120,676.41
				\$141,993.74		



Smith Seckman Reid, Inc.

Change Order Details

Veterans Parkway

Description: South  
Federal Project # - STP-M-9411(5)  
State Construction # - 79LPLM-F1-005  
TDOT PIN - 107354.00  
  
West  
Federal Project # - STP-M-9403(118)  
State Construction # - 79LPLM-F1-060  
TDOT PIN - 110903.00

Change Order: 62 Date Created: 01/29/2013  
Status: Pending Approval Date Approved:  
Type: Fuel Adjustment  
Summary: Fuel and Bituminous Adjustment for 12-2012

Change Order Description:

Awarded Project Amount: \$20,978,682.67  
Authorized Project Amount: \$21,096,169.65  
Change Order Amount: \$24,506.76  
Revised Project Amount: \$21,120,676.41

Increases/Decreases

Item	Unit	Unit Price	Current		Change		Revised	
			Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Roadway								
109M01.01	USD	\$1.000	223,518.72	\$223,518.72	7,812.54	\$7,812.54	231,331.26	\$231,331.26
PAYMENT ADJUSTMENT FOR FUEL								
	Funding Details							
	South		54,615.64	\$54,615.64	1,099.90	\$1,099.90	55,715.54	\$55,715.54
	West		168,903.08	\$168,903.08	6,712.64	\$6,712.64	175,615.72	\$175,615.72
109M01.02	USD	\$1.000	182,092.98	\$182,092.98	16,694.22	\$16,694.22	198,787.20	\$198,787.20
PAYMENT ADJUSTMENT FOR BITIMINOUS MATERIAL								
	Funding Details							
	South		42,863.34	\$42,863.34	2,276.51	\$2,276.51	45,139.85	\$45,139.85
	West		139,229.64	\$139,229.64	14,417.71	\$14,417.71	153,647.35	\$153,647.35
(2 Items)		Totals		\$405,611.70		\$24,506.76		\$430,118.46

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Amount	Revised Amount
South	\$5,088,915.72	\$5,188,367.40	+\$3,376.41	\$5,191,743.81
West	\$15,889,766.95	\$15,864,938.91	+\$21,130.35	\$15,886,069.26
Raleigh Millington R	\$0.00	\$0.00	\$0.00	\$0.00
(3 Fund Packages)	\$20,978,682.67	\$21,053,306.31	+\$24,506.76	\$21,077,813.07

## CONSIDERATION OF RESCHEDULING REGULAR BMA MEETING IN MARCH OF 2013

The next order of business, Mayor Jones requested that the next regular Board of Mayor and Alderman meeting be rescheduled to Tuesday, March 5<sup>th</sup>, due to a schedule conflict with the TML Conference in Nashville.

Upon motion by Mr. Hawkins, seconded by Mr. Ford, the Board voted unanimously to approve the rescheduling of the regular Board of Mayor and Aldermen meeting to Tuesday, March 5<sup>th</sup>.

## CONSIDERATION OF APPOINTING BOARD MEMBER AS VICE MAYOR

The next order of business, Mayor Jones requested nominations for the office of Vice Mayor. Mr. Dagen nominated Mr. Frankie Dakin. Nomination failed due to lack of motion. Mr. Dakin nominated Mr. Hank Hawkins. Nomination failed due to lack of motion. Ms. Huffman asked if Mr. Ford and Mr. Caruthers are interested. Mr. Ford said he would do it.

Upon motion by Ms. Huffman, seconded by Mr. Dagen, the Board, excluding Mr. Ford, voted unanimously to appoint Chris Ford as Vice Mayor.

Mr. Chuck Hurt announced that he is not in agreement of the six month time frame that has been set for the widening of Church Street. He voiced his concern that his tenant's businesses will suffer if it takes six months to complete the project. Mr. Hurt recommended that the project be done in two different phases. Mr. Dagen agreed with Mr. Hurt. Director of Planning and Development, Darek Baskin said that Mr. Hurt received an e-mail that read the City will be dividing the project into phasing, as recommended by Mr. Hurt. Mr. Baskin said that the City is trying to cut the time limit to four months and it will be done in phasing. Mr. Baskin said that Navy Road will stay open at all times and there will be a staging lot on City property, so equipment will not be left on Mr. Hurt's property unless absolutely necessary. Mr. Baskin said that he cannot guarantee a ninety day time period, but he is planning on negotiating with the contractor. Mr. Baskin stated that this project was rescinded by the State in 2009 among many other projects. Mr. Baskin said that after lobbying with the State, the project is back on track now and the State has turned it over to the City for local management. Mr. Baskin verified that it is a State funded project and will come out for bid so that Mr. Hurt is made aware of everything before the Board approves.

## BOARD REPORTS

Ms. Huffman commended the meeting attendees for their interest and support of the City. She stated that it has been asked of Mr. Christie and Mayor Jones to work together on a timely publication of the agenda so that the public can be made aware of the agenda items well ahead of time. She also requested that Mayor Jones and Mr. Christie work on the appointment of the Charter Review Commission and the appointment of a City attorney.

Ms. Louise Kennon Stated that there are three different departments; Executive, Legislative, and Administrative. Ms. Kennon said these departments are not clear. She also said that the website does not make things as clear as they should be.

Mr. McGhee expressed the importance of being clear on all issues. He said there is a process with every event and he assured that the correct process will be followed. In defense of Mr. Christie, he stated that Mr. Christie did the right thing by his insistence with the original agenda and not making any changes. Mayor Jones announced that there was a failure of communication regarding the meeting agenda.

Mr. Caruthers, in regards to Dick Moore and the inspection fees, stated that the Board should come to an agreement on these issues. Mr. Dick Moore announced that there was a meeting with the State regarding the required decals and said that decals are

not an issue. Since the City requires a fee as well as the State, Mr. Moore expressed that he challenged the decal requirement. Mr. Moore said that in the past, the City did not require a State decal. Mr. Moore said that he is ready for inspections but will not allow the City's electrical inspector to do them. He then agreed that he will call the City when he is ready for inspections. He said he was approached in the wrong way by the City's electrical inspector. Mr. Christie verified that once the required sticker is in the electrical panel box, the City will inspect upon request. Mr. McGhee verified that the City will not charge fees for the nineteen additional flooded units. Mr. Baskin requested that the Board propose a resolution or make a motion that all flooded home inspection fees be waived. Mr. Baskin also requested clarification on the City's electrical inspector. Major Jones said the Board will talk about this issue in the next work session.

Mr. Dagen asked for clarification on the purpose of a courtesy sewer cleanout. He also inquired about the cost and how the City benefits from cleaning out a sewer line. Mr. Darek Baskin stated that if the sewer service line is backed up on the City's side, then the City does a cleanout. If it is on the homeowner's side of the line, it is the homeowner's responsibility. Mr. Dakin also asked if we were opening ourselves up for liability. Mr. Thomas Christie said if the work is being done within the City's easement, we are not liable. Mr. Christie said the City is obligated to correct any problems that the City has caused. Mr. Dagen asked if it is available to every citizen. Mr. Christie verified that it is available to everyone on a case-by-case matter, if the City has caused the problem. Mr. Dagen asked what determines a courtesy cleanout. Darek Baskin said that when a plumber calls, the City looks at the problem and if it's on the City's side of the line, the City does the cleanout. Ms. Huffman said that the calls are initiated by a plumber or a professional other than the homeowner.

#### ADJOURNMENT

There being no further business, upon motion by Mr. McGhee, seconded by Mr. Hawkins and the unanimous vote of the Aldermen, the meeting was adjourned at 8:35 p.m.

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Terry Jones, Mayor

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Lorrie Leach, City Clerk